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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
9 AT SEATTLE

10 MICROSOFT CORPORATION,

11 Plaintiff,

12 v.

13 MOTOROLA, INC., et al.,

14 Defendants.

15 MOTOROLA MOBILITY, INC., et  
al.,

16 Plaintiffs,

17 v.

18 MICROSOFT CORPORATION,

19 Defendant.

CASE NO. C10-1823JLR

AMENDMENT  
TO ORDER (DKT. # 465)

1 In its October 10, 2012 order (Order (Dkt. # 465)) on Defendant Motorola, Inc.,  
2 Motorola Mobility, Inc., and General Instrument Corporation's (collectively, "Motorola")  
3 motion for partial summary judgment, the last sentence of the "Introduction" section  
4 stated:

5 Having considered Motorola's motion, Microsoft's response (Resp. (Dkt.  
6 # 374)), and Motorola's reply (Reply (Dkt. # 377)), and considering itself  
7 fully advised, the court GRANTS in part and DENIES in part Motorola's  
8 motion (Dkt. # 362).

9 (Order at 2.) However, the court's "Conclusion" section stated:

10 Based on the foregoing, the court DENIES Motorola's motion for  
11 partial summary judgment dismissing Microsoft's claim that the court  
12 create a license agreement for Motorola's standard essential patents (Dkt.  
13 # 362). This matter will proceed to the November 13, 2012 trial under the  
14 schedule currently in place and to adjudicate issues in accord with this  
15 order.

16 (Order at 23.) The court hereby amends the "Conclusion" section of its October 10, 2012  
17 order to comport with the "Introduction" section of that order as follows:

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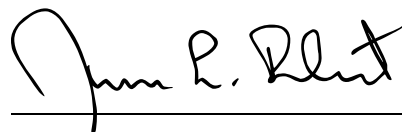
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1 Based on the foregoing, the court GRANTS in part and DENIES in part  
2 Motorola's motion for partial summary judgment (Dkt. # 362). The court DENIES  
3 Motorola's motion to the extent it (1) seeks dismissal of Microsoft's claim that the court  
4 create a license agreement for Motorola's standard essential patents; and (2) requests that  
5 the court try Microsoft's breach of contract claim at the November 13, 2012 trial. Insofar  
6 as Motorola's motion asks that the court refrain from creating a license agreement at the  
7 November 13, 2012 trial, the court GRANTS Motorola's Motion. To be clear, the court  
8 will not create a license agreement at the November 13, 2012 trial, but does not dismiss  
9 the availability of such relief, if appropriate, at a later stage of this litigation. As stated in  
10 this order, at the November 13, 2012 trial, the court will determine a RAND range and  
11 rate. This matter will proceed to the November 13, 2012 trial under the schedule  
12 currently in place to adjudicate those issues.

13 Dated this 11th day of October, 2012.

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JAMES L. ROBART  
United States District Judge